

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**TAYLOR MOTORS, INC.**

**and**

**Case 10-CA-105174**

**UNITE HERE LOCAL 23  
INTERNATIONAL UNION**

**DECISION AND ORDER**

Statement of the Case

On March 17, 2014, Taylor Motors, Inc. (the Respondent), UNITE HERE Local 23 International Union (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

**1. The Respondent's business**

The Respondent is and has been at all times material herein, a Kentucky corporation engaged in the transportation of school age children to schools operated on United States military bases, including Fort Benning, Georgia (Fort Benning), the sole facility involved herein, pursuant to contracts with the United States Department of Defense. In conducting its operations during the 12-month period immediately preceding issuance of the complaint, the Respondent provided transportation services to the United States valued in excess of \$50,000. In conducting its operations during

the period of time described above, the Respondent purchased goods and materials valued in excess of \$5,000 directly from points located outside the State of Georgia. Based on its operations described above, the Respondent has a substantial impact on the national defense of the United States.

At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

**ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, Taylor Motors, Inc., Fort Benning, Georgia, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Soliciting employee complaints and grievances and expressly or impliedly promising its employees improved terms and conditions of employment or unspecified improved terms and conditions of employment, if employees refrained from supporting the Union and from engaging in Union organizational activities.

(b) Misrepresenting to employees the extent to which their right to bring issues and complaints to management would be limited if they chose the Union as their collective-bargaining representative and thus impliedly threatening a loss of benefits.

(c) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days of service by the Region, post at the Respondent's facility at Fort Benning copies of the attached notice marked "Appendix A." Copies of the Notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative(s), shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other

material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the applicable notice(s) to all current employees and former employees employed by the Respondent at any time since April 1, 2013.

(b) Within 14 days of posting of the notice marked "Appendix A," the Respondent shall schedule a meeting during working time to ensure the widest possible attendance of the Respondent's employees at Fort Benning, at which the Respondent's Owner, Peggy Taylor, shall read the notice marked "Appendix A" to the employees in the presence of a Board agent.<sup>1</sup>

(c) The Respondent shall promptly send to each of its employees a copy of the notice marked "Appendix A" by regular mail to their last known home addresses.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., July 1, 2014

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Mark Gaston Pearce, Chairman

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Philip A. Miscimarra, Member

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Nancy Schiffer, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

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<sup>1</sup> The parties have stipulated and agreed that a Union representative may listen to the reading of the notice by speakerphone set up by the Respondent within easily audible range so that the Union representative is able to clearly hear the reading. However, the Respondent may reduce the volume of the speakerphone to mute any incoming sound.

## **APPENDIX A**

**NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER  
AND A CONSENT JUDGMENT OF ANY APPROPRIATE  
UNITED STATES COURT OF APPEALS**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose a representative to bargain with us on your behalf;  
Act together with other employees for your benefit and protection;  
Choose not to engage in any of these protected activities.

In accordance with the above, we give you our assurances that:

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** promise you better benefits to discourage you from supporting a union.

**WE WILL NOT** ask you about your complaints and grievances and imply that we will fix them in order to discourage you from supporting a union.

**YOU HAVE THE RIGHT** to freely bring issues and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** misrepresent to you to the extent to which your right to bring employee concerns to management would be limited if you choose the Union as your collective-bargaining representative, **NOR WILL WE** so impliedly threaten a loss of benefits.

**WE WILL NOT** in any other manner interfere with, restrain, or coerce you in the exercise of your rights under Section 7 of the National Labor Relations Act.

**TAYLOR MOTORS, INC.**